

委托协议及授权委托书

PROXY AGREEMENT AND POWER OF ATTORNEY

本委托协议及授权委托书（“本协议”）于2014年3月13日由以下各方于深圳订立：

This Proxy Agreement and Power of Attorney (this “Agreement”) is entered into in Shenzhen as of March 13, 2014 by and among the following parties:

- (1) **库购网电子商务（深圳）有限公司**（“外资企业”），一家根据中华人民共和国（“中国”）法律在中国深圳注册成立的外商独资企业；

Cogobuy.com E-Commerce Services (Shenzhen) Limited (the “WFOE”), a wholly foreign-owned enterprise registered in Shenzhen, the People’s Republic of China (“China” or “PRC”), under the laws of China;

- (2) **深圳市可购百信息技术有限公司**（“深圳可购百”），一家根据中国法律在中国深圳注册成立的内资公司；和

Shenzhen Cogobuy Information Technologies Limited (“Shenzhen Cogobuy”), a domestic company registered in Shenzhen, China, under the laws of China; and

- (3) **姚怡**，中国公民（身份证号：370202197410173027）（“股东”）

Yi Yao, a PRC resident (ID No.: 370202197410173027) (the “Shareholder”)

（以上外资企业、深圳可购百和股东单独称为“一方”，合称为“各方”）。

(Each of WFOE, Shenzhen Cogobuy and the Shareholder, a “Party”, and collectively the “Parties”).

序言

RECITALS

- (A) 鉴于，股东持有深圳可购百 100% 的股份；

WHEREAS, the Shareholder holds 100% shares in Shenzhen Cogobuy;

- (B) 鉴于，外资企业、深圳可购百、股东之间订立了一系列包括独家服务总协议、业务合作协议、独家购股权协议和股份质押协议在内的协议；这一系列协议为深圳可购百的业务经营提供服务，同时保证外资企业对深圳可购百享有的权利和应获得的利益得到保障；

WHEREAS, the WFOE, Shenzhen Cogobuy and the Shareholder have entered into a series of agreements, including a master exclusive service agreement, a business cooperation agreement, an exclusive option agreement and a share pledge agreement; these agreements provide Shenzhen Cogobuy with services necessary for its business operation and also ensure the WFOE’s rights to and interests in Shenzhen Cogobuy;

- (C) 鉴于，作为外资企业及其关联方为深圳可购百的业务经营持续提供服务的对价，外资企业要求股东授权外资企业（及其继任者，包括取代外资企业的清算人，如涉及）或其指定的自然人作为股东的受托人（“受托人”），由受托人全权代表股东行使其就所持深圳可购百之股份享有的任何及所有权利，且股东同意对受托人给予授权委托。

WHEREAS, as the consideration for the WFOE and its affiliates to continuously provide Shenzhen Cogobuy with services necessary for its business operation, the WFOE has requested the Shareholder to appoint the WFOE (as well as its successors, including a liquidator, if any, replacing the WFOE) or any natural person designated by the WFOE as its attorney-in-fact (“Attorney-in-Fact”), with full power of representation, to exercise any and all of the rights in respect of the Shareholder’s shares in Shenzhen Cogobuy and the Shareholder has agreed to make such appointment.

LD43-3 18(c)(ii)

因此，基于本协议包含的前提、陈述、保证、承诺和约定，本协议各方约定如下并接受其法律效力：

NOW, THEREFORE, in consideration of the premises and the representations, warranties, covenants and agreements herein contained, and intending to be legally bound hereby, the Parties hereby agree as follows:

协议

AGREEMENT

Section 1 第 1 条

股东在此不可撤销地选定并委托外资企业（及其继任者，包括取代外资企业的清算人，如涉及）或其指定的自然人（包括 Cogobuy Group 的董事）为其受托人，代表股东行使相关法律法规及深圳可购百的公司章程规定的就股东所持深圳可购百之股份而享有的任何及所有权利，包括但不限于以下所列权利（合称“股东权利”）：

The Shareholder hereby **irrevocably** nominates and appoints the WFOE (as well as its successors, including a liquidator, if any, replacing the WFOE) or any natural person designated by the WFOE (including the director of Cogobuy Group) as its Attorney-in-Fact to exercise on the Shareholder’s behalf any and all rights that the Shareholder has in respect of her shares in Shenzhen Cogobuy conferred by relevant laws and regulations and the articles of association of Shenzhen Cogobuy, including without limitation, the following rights (collectively, “Shareholder Rights”):

LD43-3 (18)(c)

- (a) 以股东的名义、代表股东签署及交付任何书面决定，并签署深圳可购百的任何董事或股东会会议记录；

to execute and deliver any and all written decisions in the name and on behalf of the Shareholder and to sign any minutes of meetings of the board or shareholders of Shenzhen Cogobuy;

- (b) 就深圳可购百的任何事项（包括但不限于出售、转让、抵押、质押或处分深圳可购百的任何或全部资产）做出股东决定；

to make shareholder’s decision on any matters of Shenzhen Cogobuy, including without limitation, the sale, transfer, mortgage, pledge or disposal of any or all of the assets of Shenzhen Cogobuy;

LD43-3 (18)(c)

- (c) 出售、转让、质押或处分在深圳可购百的任何或全部股份；

to sell, transfer, pledge or dispose of any or all of the shares in Shenzhen Cogobuy;

- (d) 如有必要, 提名或任免深圳可购百的董事、监事和高级管理人员;

to nominate, appoint or remove the directors, supervisors and senior management members of Shenzhen Cogobuy when necessary;

- (e) 监督深圳可购百的经营绩效;

to oversee the business performance of Shenzhen Cogobuy;

- (f) 在任何时候查阅深圳可购百的财务信息;

to have full access to the financial information of Shenzhen Cogobuy at any time;

- (g) 当深圳可购百的董事或高级管理人员的行为损害深圳可购百或其股东利益时, 对该等董事或高级管理人员提起股东诉讼或其它法律行动;

to file any shareholder lawsuits or take other legal actions against Shenzhen Cogobuy's directors or senior management members when such directors or members are acting to the detriment of the interest of Shenzhen Cogobuy or its shareholder;

- (h) 批准年度预算或宣布分红;

to approve annual budgets or declare dividends;

- (i) 管理和处置深圳可购百的资产;

to manage and dispose of the assets of Shenzhen Cogobuy;

- (j) 对深圳可购百的财务、会计和日常经营有完全的控制和管理权 (包括但不限于签署合同、支付政府税项);

to have the full rights to control and manage Shenzhen Cogobuy's finance, accounting and daily operation (including but not limited to signing and execution of contracts and payment of government taxes and duties);

- (k) 批准向政府主管机关递交任何登记文件; 以及

to approve the filing of any documents with the relevant governmental authorities or regulatory bodies; and

- (l) 深圳可购百的公司章程及/或相关法律法规赋予股东的任何其他权利。

any other rights conferred by the articles of association of Shenzhen Cogobuy and/or the relevant laws and regulations on the Shareholder.

股东进一步同意并承诺, 未经与受托人事先书面达成一致意见, 股东不得自行行使任何股东权利。

The Shareholder further agrees and undertakes that in the absence of consensus with Attorney-in-Fact, she shall not exercise any of the Shareholder Rights at her own discretion.

Section 2 第 2 条

外资企业有权完全自主决定委任一名或多名替换人选，行使受托人在本协议项下的任何或全部权利，外资企业亦有权自主决定撤销对该等替换人选的委任。

The WFOE has the right to appoint, at its sole discretion, a substitute or substitutes to perform any or all of its rights of the Attorney-in-Fact under this Agreement, and to revoke the appointment of such substitute or substitutes.

Section 3 第 3 条

深圳可购百确认、承认并同意受托人代表股东行使任何及全部的股东权利。深圳可购百进一步确认并承认受托人已进行或将进行的任何行为，已作出或将作出的任何决定，或已签署或将签署的任何文书或其他文件视同股东本人进行的行为、股东本人作出的决定或股东本人签署的文件，具有同等法律效力。

Shenzhen Cogobuy confirms, acknowledges and agrees to the appointment of the Attorney-in-Fact to exercise any and all of the Shareholder Rights. Shenzhen Cogobuy further confirms and acknowledges that any and all acts done or to be done, decisions made or to be made, and instruments or other documents executed or to be executed by the Attorney-in-Fact, shall therefore be as valid and effectual as though done, made or executed by the Shareholder.

Section 4 第 4 条

(a) 股东在此同意，如果任何人取得深圳可购百股份，无论是通过自愿转让、根据法律转让、强制拍卖还是任何其他方式，该受让人所取得所有深圳可购百之股份仍旧受本协议制约，受托人有权继续对该等股份行使本协议第 1 条规定的股东权利。

(a) The Shareholder hereby agrees that, if the Shareholder's share in Shenzhen Cogobuy is transferred to any other party, whether by voluntary transfer, judicial sale, foreclosure sale, or otherwise, any such share in Shenzhen Cogobuy so transferred remains subject to this Agreement and the Attorney-in-Fact shall continue to have the right to exercise the Shareholder Rights with respect to such share in Shenzhen Cogobuy so transferred as described in Section 1 hereunder.

(b) 为避免任何疑问，若股东需要根据其与外资企业或其关联方签订的《独家购股权协议》、《股份质押协议》（包括将来修改后的协议）向外资企业或其关联方转让股份，受托人有权代表股东签署股份转让协议及其他相关协议，履行《独家购股权协议》及《股份质押协议》所有股东义务。若外资企业提出要求，股东应签署任何文件、加盖公章和/或印章，并采取任何其他必要行动以完成前述股份转让。

(b) Furthermore, for the avoidance of any doubt, if any share transfer is contemplated under any exclusive option agreement and share pledge agreement(s) that the Shareholder enters into for the benefits of the WFOE or its affiliate (as the same may be amended from time to time), the Attorney-in-Fact shall, on behalf of the Shareholder, have the right to sign the share transfer agreement and other relevant agreements and to perform all shareholder obligations under the exclusive option agreement and the share pledge agreement(s). If required by the WFOE, the Shareholder shall sign any documents and fix the chops and/or seals thereon and the Shareholder shall take any other actions as necessary for purposes of consummation of the aforesaid share transfer.

Section 5 第 5 条

股东进一步同意并向外资企业承诺，假如股东由于其在深圳可购百的股份利益收到任何股息、利息、任何其他形式的资本分派、清算（包括中国法律项下的强制清算）后剩余资产、或因股

份转让产生的收入或对价，股东将会在法律允许的范围内，将所有这些股息、利息、资本分派、资产、收入或对价给予外资企业或其指定的实体而不要求任何补偿。

The Shareholder further covenants with and undertakes to the WFOE that, if the Shareholder receives any dividends, interest, any other forms of capital distributions, residual assets upon liquidation (including mandatory liquidation under PRC laws), or proceeds or consideration from the transfer of share as a result of, or in connection with, the Shareholder's shares in Shenzhen Cogobuy, the Shareholder shall, to the extent permitted by applicable laws, remit all such dividends, interest, capital distributions, assets, proceeds or consideration to the WFOE or the entity designated by the WFOE without any compensation.

LD43-3 18(c)(ii)

Section 6 第 6 条

股东特此授权受托人依其完全自主判断行使股东权利，并且无需获得股东的任何口头或书面指示。股东承诺批准并认可外资企业或其委任的任何替换人或代理人根据本协议作出的或促使作出的任何合法行为。

The Shareholder hereby authorizes the Attorney-in-Fact to exercise the Shareholder Rights according to its own judgment without any oral or written instruction from the Shareholder. The Shareholder undertakes to approve and ratify any acts which the WFOE or any substitutes or agents appointed by the WFOE may lawfully do or cause to be done pursuant to this Agreement.

Section 7 第 7 条

本协议于文首所载之日签署。本协议效力追溯至 2013 年 2 月 1 日。股东与 Total Dynamic Limited 于 2013 年 2 月 1 日签署了有关股东为后者代持深圳可购百股权的代持协议（“代持协议”）。虽然代持协议未能恰当体现各方在本协议及其他相关协议下的约定，但是自代持协议签字之日起 Total Dynamic Limited 事实上已通过其子公司，外资企业，根据本协议的原则代表股东行使其在深圳可购百的股东权利，各方特此追认 2013 年 2 月 1 日至本协议签署日期间的 外资企业代表股东行使其股东权利的行为受本协议约束。本协议于深圳可购百存续期间持续有效。未经外资企业事先书面同意，股东无权终止本协议或撤销对受托人的委任。本协议对各方的权利继任人、受让人具有法律约束力。

This Agreement shall be signed as of the date first set forth above. This Agreement shall have retrospective effect from February 1, 2013. On February 1, 2013, the Shareholder and Total Dynamic Limited entered into a deed (“Deed”) in connection with Shareholder's holding the shares of Shenzhen Cogobuy for the benefit of the latter. Though the Deed has not properly reflected the provisions of this Agreement and the related agreements between the Parties, from the date when the Deed was entered, Total Dynamic Limited has actually exercised the Shareholder Rights of Shenzhen Cogobuy on behalf of the Shareholder in line with the principles set out in this Agreement through its subsidiary, the WFOE. The Parties hereby ratify that the WFOE's exercise of the Shareholder Rights on behalf of the Shareholder during the period from February 1, 2013 to the signing date of this Agreement was bound by this Agreement. This Agreement shall remain effective as long as Shenzhen Cogobuy exists. The Shareholder shall not have the right to terminate this Agreement or revoke the appointment of the Attorney-in-Fact without the prior written consent of the WFOE. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their successors and assigns.

Section 8 第 8 条

本协议构成各方之间就本协议标的事项所达成的完整协议。

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof.

Section 9 第 9 条

本协议根据中国法律解释并受其管辖。

This Agreement shall be construed in accordance with and governed by the laws of China.

Section 10 第 10 条

因本协议产生或与本协议相关的任何争议或主张应由各方通过友好协商的方式解决。如果各方未能解决争议，应将争议提交到深圳国际仲裁院，由深圳国际仲裁院按照申请仲裁时该仲裁院有效的仲裁规则仲裁解决。仲裁地为深圳。仲裁庭或仲裁员有权依照本协议项下条款和适用的中国法律裁决给予任何救济，包括临时性的和永久性的禁令救济（例如，就商业行为的禁令救济，或强制转让资产的禁令救济）、合同义务的实际履行、针对深圳可购百之股份或土地资产的救济措施和针对深圳可购百的清算令。仲裁裁决具终局性且对各方都有约束力。

Any dispute or claim arising out of or in connection with or relating to this Agreement shall be resolved by the Parties in good faith through negotiations. In case no resolution can be reached by the Parties, such dispute shall be submitted to the Shenzhen Court of International Arbitration for arbitration in accordance with its rules of arbitration in effect at the time of applying for such arbitration and the place of arbitration shall be in Shenzhen. The arbitral tribunal or the arbitrators shall have the authority to award any remedy or relief in accordance with the terms of this Agreement and applicable PRC laws, including provisional and permanent injunctive relief (such as injunctive relief with respect to the conduct of business or to compel the transfer of assets), specific performance of any obligation created hereunder, remedies over the shares or land assets of Shenzhen Cogobuy and winding up orders against Shenzhen Cogobuy. The arbitral award shall be final and binding upon all Parties.

LD43-3 (18)(c)

在适用的中国法律允许的前提下，在等待组成仲裁庭期间或在适当情况下，协议各方均有权诉诸有管辖权法院寻求临时性禁令救济或其它临时性救济，以支持仲裁的进行。就此，各方达成共识在不违反适用法律的前提下，香港法院、开曼群岛法院、中国法院和深圳可购百主要资产所在地的法院均应被视为具有管辖权。

To the extent permitted under applicable PRC laws, each of the Parties shall have the right to seek interim injunctive relief or other interim relief from a court of competent jurisdiction in support of the arbitration when formation of the arbitral tribunal is pending or under appropriate circumstances. For this purpose, the Parties agree that, to the extent not against applicable laws, the courts of Hong Kong, the courts of the Cayman Islands, the courts of PRC and the courts of the places where the principal assets of Shenzhen Cogobuy are located, shall all be deemed to have jurisdiction.

LD43-3 (18)(c)

Section 11 第 11 条

如一方违反本协议，则该方应就违反本协议而给任何其他方造成的损失、损害、责任、被索赔损失等（“**损失**”）依照该等其他方的要求立即予以赔偿，但如果任何其他方遭受的损失系由于该其他方或该其他方的董事、管理人员、雇员或者代理自身的故意行为不当、违反法律、违约行为、重大过失等原因造成的，则违约方无需对该其他方予以赔偿。

Any Party shall forthwith on demand indemnify any other Parties against any claim, loss, liability or damage (“**Loss**”) incurred as a consequence of any breach by such Party of this Agreement provided that no Party shall be liable to indemnify any other Party for any Loss to the extent that such Loss

arises from the willful misconduct, breach of applicable law, regulation or contractual obligation or from the material negligence of such other Party or its directors, officers, employees, or agents.

Section 12 第 12 条

本协议由协议各方签署三份正本，外资企业、股东和深圳可购百各执一份，全部原件具有相同的法律效力。本协议可以一份或多份副本形式签署。

This Agreement shall be executed in three originals by all Parties, with each of the WFOE, the Shareholder, and Shenzhen Cogobuy holding one original. All originals shall have the same legal effect. This Agreement may be executed in one or more counterparts.

Section 13 第 13 条

本协议中英文版本具有相同的效力。若中文和英文有不一致，以中文文本为准。

Both Chinese and English versions of this Agreement shall have equal validity. In case of any discrepancy between the English version and the Chinese version, the Chinese version shall prevail.

[后附签字页 *Signature Pages Follow*]

有鉴于此，各方于文首所述日期正式签署本协议。

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date appearing at the head hereof.

库购网电子商务（深圳）有限公司
Cogobuy.com E-Commerce Services (Shenzhen) Limited

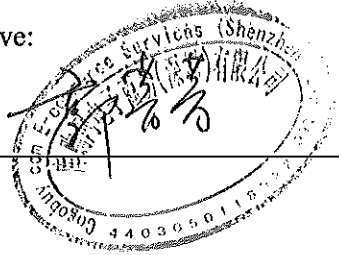
授权代表：

Authorized Representative:

签字/Signature: _____

盖章：（公章）

Seal: (Seal)



深圳市可购百信息技术有限公司
Shenzhen Cogobuy Information Technologies Limited

授权代表

Authorized Representative:

签字/Signature: _____

盖章：（公章）

Seal: (Seal)



姚怡

Yi Yao

签字/Signature: _____